

1 THE HONORABLE BENJAMIN H. SETTLE  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

9 AMEDEO NAPPI,  
10 Plaintiff,

11 v.  
12 FEDEX GROUND PACKAGE SYSTEM,  
13 INC.,  
14 Defendant.

NO. CV07-5256 BHS

ORDER ON STIPULATION FOR  
PROTECTIVE ORDER

15  
16 BEFORE THE COURT is Plaintiff, Amedeo Nappi's, and Defendant, FedEx  
17 Ground Package System, Inc.'s, d/b/a FedEx Ground ("FedEx's"), stipulation to the  
18 following conditions and terms associated with producing and using the FedEx  
19 Authorized ShipCenter Agreement for Self Service Storage in Philadelphia,  
20 Pennsylvania, dated May 24, 2006:

21 1. FedEx will produce for purposes of this litigation only, and for use in this  
22 litigation only, the May 24, 2006 FedEx Authorized ShipCenter Agreement  
23 ("Agreement") for Self Service Storage in Philadelphia, Pennsylvania.

24 2. The Agreement will be produced by FedEx to Plaintiff, Amedeo Nappi,  
25 only, and only after Plaintiff, Amedeo Nappi, has duly executed and returned both this

26  
ORDER ON STIPULATION FOR PROTECTIVE  
ORDER (CV07-5256 BHS) - 1

LAW OFFICES  
SHORT CRESSMAN & BURGESS PLLC  
999 THIRD AVENUE, SUITE 3000  
SEATTLE, WASHINGTON 98104-4088  
(206) 682-3333

1 Stipulation for Protective Order and the Non-Disclosure Agreement attached hereto as  
2 Exhibit "A."

3       3. The Agreement itself is, and also contains, FedEx's propriety information  
4 for which FedEx has a protectable interest. Its dissemination in any form or fashion and  
5 by any means, and the dissemination of any information contained therein in any form or  
6 fashion and by any means, is therefore, by this Stipulation for Protective Order and the  
7 Non-Disclosure Agreement, strictly forbidden, prohibited, and proscribed.

8       4. Nothing in this Stipulation for Protective Order or the Non-Disclosure  
9 Agreement will preclude either Plaintiff, Amedeo Nappi, or FedEx from offering the  
10 Agreement into evidence at trial, if a trial becomes necessary.

11      5. If Plaintiff, Amedeo Nappi, or FedEx has heretofore attached the  
12 Agreement to any pleadings already filed with the Court, or hereafter attaches the  
13 Agreement to any pleadings to be filed with the Court, it is stipulated that said attachment  
14 was, and that said attachment will be, only in either its redacted form as previously  
15 produced, or under seal.

16      6. The Agreement and all copies and reproductions thereof in any fashion,  
17 form, and kind, shall be returned to FedEx or completely destroyed within thirty (30)  
18 days after this lawsuit ends in this Court, or within thirty (30) days after the final ruling if  
19 an appeal is taken.

20      7. If Plaintiff, Amedeo Nappi, elects to destroy the Agreement, he will certify  
21 that the Agreement and all copies and reproductions thereof in any fashion, form, and  
22 kind, were destroyed within thirty (30) days after this lawsuit ended in this Court, or  
23 within thirty (30) days after the final ruling if an appeal was taken.

24      8. This Stipulation for Protective Order and the Non-Disclosure Agreement  
25 are effective as to Plaintiff, Amedeo Nappi, and FedEx on the respective dates they are  
26 signed by him and it.

ORDER ON STIPULATION FOR PROTECTIVE  
ORDER (CV07-5256 BHS) - 2

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1           THE PARTIES, Plaintiff, Amedeo Nappi, and FedEx having so stipulated, and the  
2 Court acknowledging that stipulation, HEREBY ORDERS that:

3           1.       FedEx will produce for purposes of this litigation only, and for use in this  
4 litigation only, the May 24, 2006 FedEx Authorized ShipCenter Agreement  
5 ("Agreement") for Self Service Storage in Philadelphia, Pennsylvania.

6           2.       The Agreement will be produced by FedEx to Plaintiff, Amedeo Nappi,  
7 only, and only after Plaintiff, Amedeo Nappi, has duly executed and returned both the  
8 Stipulation for Protective Order and the Non-Disclosure Agreement attached thereto as  
9 Exhibit "A."

10          3.       The Agreement itself is, and also contains, FedEx's propriety information  
11 for which FedEx has a protectable interest. Its dissemination in any form or fashion and  
12 by any means, and the dissemination of any information contained therein in any form or  
13 fashion and by any means, is therefore, strictly forbidden, prohibited, and proscribed.

14          4.       Nothing in the Stipulation for Protective Order or the Non-Disclosure  
15 Agreement will preclude either Plaintiff, Amedeo Nappi, or FedEx from offering the  
16 Agreement into evidence at trial, if a trial becomes necessary.

17          5.       If Plaintiff, Amedeo Nappi, or FedEx has heretofore attached the  
18 Agreement to any pleadings already filed with the Court, or hereafter attaches the  
19 Agreement to any pleadings to be filed with the Court, said attachment was, and said  
20 attachment will be, only in either its redacted form as previously produced, or under seal.

21          6.       The Agreement and all copies and reproductions thereof in any fashion,  
22 form, and kind, shall be returned to FedEx or completely destroyed within thirty (30)  
23 days after this lawsuit ends in this Court, or within thirty (30) days after the final ruling if  
24 an appeal is taken.

25          7.       If Plaintiff, Amedeo Nappi, elects to destroy the Agreement, he will certify  
26 that the Agreement and all copies and reproductions thereof in any fashion, form, and

1 kind, were destroyed within thirty (30) days after this lawsuit ended in this Court, or  
2 within thirty (30) days after the final ruling if an appeal was taken.

3 Dated March 3, 2008.



4  
5 BENJAMIN H. SETTLE  
6 United States District Judge  
7

8 Presented by:

9  
10 AMEDEO NAPPI, PRO SE PLAINTIFF  
11

12 FEDEX GROUND PACKAGE SYSTEM, INC.,  
13 d/b/a FEDEX GROUND

14 BY: /s/ Thomas W. Southerland III

15 Thomas W. Southerland III, Esquire  
Federal Express Corporation  
16 3620 Hacks Cross Road  
Building B, Third Floor  
Memphis, Tennessee 38125  
Telephone: 901-434-8538  
17 Admitted *Pro Hac Vice* by Order  
dated May 29, 2007

18  
19 *LOCAL COUNSEL:*

20 SHORT CRESSMAN & BURGESS PLLC  
999 Third Avenue, Suite 3000  
21 Seattle, Washington 98104-4088  
Telephone: (206) 682-3333

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